the homestead without the wife's joining is void as to that part, but valid as to other lands contemplated in the contract.

Emblements—Who Entitled To.—McKeon v. *Swayer*, 56 N. W. Rep. 492 (Neb.). M. and S. both claimed a piece of land under the same landlord, S. under a lease, and M. under an agreement for a lease made prior to the execution of the lease to S. The latter planted the land and cultivated it during the season. M. brought a forcible detainer suit, obtained possession before harvest and claimed the crop. Replevin by S. for the same. Held that as S. had held the land in good faith with consent of the owner he was entitled to the emblements notwithstanding the judgment in the forcible detainer suit.

Fellow Servant—Negligence—Liability of Master.—Dewey v. *Detroit, G. H. & M. Ry. Co.*, 56 N. W. Rep. 756 (Mich.). Plaintiff, who was employed by the defendant as brakeman, was injured while engaged in coupling cars. The improper manner in which the cars were loaded was the occasion of the injury. Defendant employed a competent inspector whose business was to see that all cars were properly loaded and in good condition Held, that the injury was due to the negligence of a fellow servant and that defendant was consequently not liable.

Illegal Contract—Author and Publisher—Failure to Perform.—Jewett Pub. Co. v. *Butler*, 34 N. E. Rep. 1087 (Mass.). An author intending to write an autobiography, made a contract with a publisher, in which he agreed "to accept full responsibility for all matter contained in said work, and to defend at his own cost any suits which may be brought against the publisher for publishing any statement contained in said work, and to pay all costs and damages arising from said suits." Held, that the contract did not show that the parties contemplated publishing libelous matter, so as to prevent the publisher from recovering for the author's refusal to permit him to publish the work after it had been written. Further, that because an author entertained doubts as to a publisher's solvency he was not justified in refusing to permit that publisher to get out his book when he had contracted to do so.

Life Insurance—Policy Construction—In re Conrad's Estate, 56 N. W. Rep. 535 (Iowa). A policy provided that a sum should be paid to wife of insured or her legal representatives, or if she were not then living to her children. The wife died before her hus-

band as did also her children. Held that the term "legal representatives" did not mean her administrator, and that the money was not part of her estate, but passed by the laws of descent to her grandchildren.

Mechanics' Liens—Waiver and Release—Acceptance of Note.—I. Smith & Son Co. v. *Parsons et al.*, 56 N. W. Rep. 326 (Neb.). "The acceptance of a note by a mechanic for the amount due him, for which the statute gives him a lien, does not of itself constitute a waiver of such lien, in the absence of an agreement to that effect."

Mother and Child—Duty to Support—Statute of Limitations.—Alling v. *Alling*, 27 Atl. Rep. 655 (N. J.). Where, on an infant's inheriting property, the mother, a widow, seeks an allowance from such property, for past expenses incurred in rearing and educating the infant, a court of equity will set up the statute of limitations in favor of the child, even against its will, unless peculiar circumstances render this inequitable. Moreover the court will make no distinction between the duty of a father to support his infant child, and that of a mother who is a widow.

Municipal Corporations—Fireworks—Nuisance.—Speir v. *City of Brooklyn*, 34 N. E. Rep. 727 (N. Y.). During a display of fireworks authorized by the city officials, a rocket entered and set fire to a house, occasioning damage for which an action was brought. It was held that the display of fireworks in a city street, managed by private persons under no official responsibility, is an unreasonable and dangerous use of the street and a public nuisance, but the city cannot relieve itself of liability for damages caused by such a display, licensed by the mayor under authority of an ordinance, on the ground that the ordinance is *ultra vires*, since the council has regulating powers in such matters.

Municipal Corporations—Powers—Ordinances Prohibiting Screens in Saloons—Validity.—Champer v. *City of Greencastle*, 35 N. E. Rep. 14 (Ind.). This case turns on the validity of a city ordinance "to provide for the removal of all saloon screens and window-blinds." Appellant contends that this ordinance is void, being unreasonable, oppressive and in violation of the constitution, because it invades the rights of private property. Held, that a municipal corporation by implication is empowered to pass such ordinances as may be needful for its well being, but such ordinances must be reasonable. This ordinance goes beyond any power conferred on the common council, either by express statute or by necessary